

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
THE WRIGHT LAW GROUP, PC.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
john@wrightlawgroupnv.com
Attorneys for Defendants
NV EAGLES and UNDERWOOD PARTNERS

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BANK OF AMERICA, N.A., SUCCESSOR
BY MERGER TO BAC HOME LOANS
SERVICING, LP FKA COUNTRYWIDE
HOME LOANS SERVICING, LP,

Plaintiff,

vs.

TRAVATA AND MONTAGE AT
SUMMERLIN CENTRE; UNDERWOOD
PARTNERS, LLC; NV EAGLES, LLC; and
NEVADA ASSOCIATION SERVICES,
INC.,

Defendants,

NV EAGLES, LLC,

Counterclaimant,

vs.

BANK OF AMERICA, N.A., SUCCESSOR
BY MERGER TO BAC HOME LOANS
SERVICING, LP FKA COUNTRYWIDE
HOME LOANS SERVICING, LP,

Counterdefendant,

NV EAGLES, LLC,

Third-Party Plaintiff,

vs.

ANTHONY HOLDREN and KRISTINE A.
HOLDREN,

Third-Party Defendant.

CASE NO: 2:16-cv-00345-JCM-GWF

**DEFENDANTS UNDERWOOD
PARTNERS, LLC AND NV EAGLES,
LLC'S ANSWER TO COMPLAINT**

AND

**NV EAGLES LLC'S COUNTERCLAIM
FOR QUIET TITLE AND
DECLARATORY RELIEF**

AND

**NV EAGLES, LLC'S THIRD-PARTY
COMPLAINT TO QUIET TITLE**

**DEFENDANTS UNDERWOOD PARTNERS, LLC AND
NV EAGLES, LLC'S ANSWER TO COMPLAINT**

AND

**NV EAGLES LLC'S COUNTERCLAIM FOR QUIET TITLE AND DECLARATORY
RELIEF**

AND

NV EAGLES, LLC'S THIRD-PARTY COMPLAINT TO QUIET TITLE

COMES NOW Defendants UNDERWOOD PARTNERS, LLC, and NV EAGLES, LLC'S (hereinafter collectively "EAGLES") and for their Answer to the Complaint filed herein on February 19, 2016 (ECF 1), answers, denies, alleges and avers as follows:

1. EAGLES admits the allegations contained in paragraphs 4, 5 and 12 of the Complaint

2. EAGLES denies the allegations contained in paragraphs 11, 21, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 64, 65, 66, 67, 69, 70, 71, 72, 73, 74, 75, 78, 79, 80, 81 and 82 of the Complaint, insofar as such allegations are directed towards EAGLES.

3. EAGLES is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 34, 35, 47, 48, 49, 50, 63 and 77 of the Complaint and/or such are assertions of law rather than averments of fact and/or imply other facts as true that are not and/or are too vague as to be answered definitely without creating confusion and/or contain multiple allegations that cannot be answered singularly without creating confusion or providing an only partially correct response and/or require no response as they appear to be merely rhetorical statements referring to a document the contents of which speaks for itself, and therefore Defendants deny same without prejudice to amending this answer as more information becomes available or Plaintiff clarifies its allegations.

4. In answering paragraphs 33, 62, 68 and 76, EAGLES reasserts each and every previous response to each repeated allegation.

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1 5. In response to paragraph 31, EAGLES admits that Defendant
2 UNDERWOOD PARTNERS, LLC paid \$44,000 on May 24, 2013 and denies each and every
3 other allegation contained therein.

4 6. Every other allegation in the Amended Complaint not specifically admitted
5 or denied herein is denied.

6 **AFFIRMATIVE DEFENSES**

7 **FIRST DEFENSE**

8 The Complaint fails to state a claim against EAGLES upon which relief can be granted.

9 **SECOND DEFENSE**

10 Plaintiff lacks standing to bring this action as they have been divested of title to the subject
11 property by operation of law. Plaintiff has no equity or right of redemption in the Property and
12 any such rights, which EAGLES denies exist, were extinguish as more than 30 months has passed
13 since the sale of the property barring any such claims under any applicable Nevada law or other
14 equitable law of redemption.

15 **THIRD DEFENSE**

16 Regardless of the actions of the various HOA entities, EAGLES is vested with title as the
17 foreclosure deed conforms with the requirements of NRS 116.31166 and as such all of said
18 recitals are conclusively proven insofar as EAGLES is concerned, its title cannot be disturbed by
19 any acts claimed by Plaintiff in its' Complaint.

20 **FOURTH DEFENSE**

21 Plaintiff's action is barred by mootness.

22 **FIFTH DEFENSE**

23 EAGLES intend to rely on the defenses of Waiver, Estoppel and Laches.

24 **SIXTH DEFENSE**

25 EAGLES intend to rely on the defense of Knowledge and Acquiescence.

26 **SEVENTH DEFENSE**

27 EAGLES intend to rely on the defense of Unclean Hands.
28



EIGHTH DEFENSE

Plaintiff's claims are barred by equitable estoppel.

NINTH DEFENSE

Plaintiff's claims are fraudulent and misleading and alleged with actual disregard for the laws of the State of Nevada specifically NRS 116.3116(5) which establishes the creation date of the HOA lien as the date the declaration is recorded which in this case is November 15, 2005 and not the date the Notice of Delinquent Assessment Lien is recorded which in this case was March 31, 2011.

TENTH DEFENSE

Any claims regarding commercial reasonableness are barred due to lack of any such requirement at law under NRS §116.31164 nor §116.31166 and Pro-Max Corp. v. Feenstra, (2001) 117 Nev. 90, 95; 16 P.3d 1074, 1077, a lack of fraud or oppression bringing about the inadequate price Golden v. Tomiyazu, 79 Nev. 503, 504, 387 P.2d 989 (1963) and that the foreclosure sale price was the fair value of the Property. BFP v. Resolution Trust, 511 U.S. 531 (1994).

ELEVENTH DEFENSE

Any and all claims regarding greater specificity in the notices provided by statute are expressly barred and have been raised, argued, discussed and dismissed by the decision of the Nevada Supreme Court in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 334 P.3d 408, 418-419 (Nev. 2014) denying the need for more specificity in the statutory notices, specifically a breakdown of the super-priority amount, under *In re Medaglia*, 52 F.3d 451, 455 (2nd Cir. 1995).

TWELFTH DEFENSE

EAGLES is a bona fide purchaser under *Shadow Wood HOA v. New York Community Bancorp*, 132 Nev. Adv. Op 5.

THIRTEENTH DEFENSE

Plaintiff's claims for denial of due process are facially invalid and frivolous in light of its admitted receipt of notice of the default and election to sell and unsuccessful attempts to resolve the default.



1 FOURTEENTH DEFENSE

2 There is no such thing as a cause of action arising out of the Supremacy Clause and
3 Plaintiff's claims thereon are void *ab initio*.

4 FIFTEENTH DEFENSE

5 EAGLES hereby incorporates by reference those affirmative defenses enumerated in Rule
6 8(c)(1) of the Federal Rules of Civil Procedure as if fully set forth herein. In the event further
7 investigation or discovery reveals the applicability of any such defenses, EAGLES reserves the
8 right to seek leave of court to amend this Answer to specifically assert any such defense. Such
9 defenses are herein incorporated by reference for the specific purpose of not waiving any such
10 defenses

11 WHEREFORE, EAGLES prays that this Honorable Court will:

- 12 1. Dismiss the Complaint with prejudice;
13 2. Award EAGLES its' attorneys' fees and costs;
14 3. Such further relief as this Court deems just and proper.

15 DATED: February 25, 2016.

16 THE WRIGHT LAW GROUP, PC

17 /s/John Henry Wright
18 JOHN HENRY WRIGHT, ESQ.
19 THE WRIGHT LAW GROUP, PC.
20 2340 Paseo Del Prado, Suite D-305
21 Las Vegas, Nevada 89102
22 Telephone: (702) 405-0001
23 Facsimile: (702) 405-8454
24 Attorneys for Defendant/Counterclaimant
25 EAGLES, LLC

26 NV EAGLES, LLC'S COUNTERCLAIM

27 COMES NOW, Counter-claimant NV EAGLES, LLC, by and through its counsel of
28 record, JOHN HENRY WRIGHT, ESQ., of the WRIGHT LAW GROUP, P.C., and for its
Counterclaim, does hereby allege and aver as follows:

1. NV EAGLES, LLC, (hereinafter "EAGLES") at all times relevant herein was and
is a Nevada limited liability company in good standing.
2. Upon information and belief, Counterclaim Defendant BANK OF AMERICA,

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1 N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA
2 COUNTRYWIDE HOME LOANS SERVICING, LP ("BOA"), is and/or was a foreign limited
3 liability company and presently claims some interest in 1887 Hollywell Street, Las Vegas, Nevada
4 89135, APN 164-02-613-004 (hereinafter the "Property").

5 3. The Property was acquired by EAGLES on May 24, 2013, by successfully bidding
6 on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.*
7 ("Association foreclosure sale") by its predecessor-in-interest, UNDERWOOD PARTNERS,
8 LLC.

9 4. On or about June 6, 2013, the resulting foreclosure deed was recorded in the
10 Official Records of the Clark County Recorder as Instrument Number 20130606:02213
11 ("Foreclosure Deed").

12 5. Subsequently, title was transferred to NV EAGLES, LLC via Grant Bargain and
13 Sale Deed, recorded on October 18, 2013 in the Official Records of the Clark County Recorder
14 at Instrument Number 20131018:01171.

15 6. Since the Association foreclosure sale, EAGLES has expended additional funds
16 and resources in relation to the Property.

17 7. Upon information and belief, the foreclosure sale was conducted by Nevada
18 Association Services as agent for TRAVATA AND MONTAGE AT SUMMERLIN CENTRE,
19 (the "Association") pursuant to the powers conferred by the Nevada Revised Statutes 116.3116,
20 116.31162-116.31168, the Association's governing documents (CC&R's) recorded on or about
21 November 15, 2005 in the Official Records of the Clark County Recorder as Instrument Number
22 20051115:02541 and a Notice of Delinquent Assessments recorded on March 31, 2011, in the
23 Official Records of the Clark County Recorder as Instrument Number 20110331:02120 for unpaid
24 assessments and other related items ("Association Lien").

25 8. As recited in the Foreclosure Deed, the Association foreclosure sale complied with
26 all requirements of law, including but not limited to, recording and mailing of copies of Notice
27 of Delinquent Assessments and Notice of Default, and the recording, posting and publication of
28 the Notice of Sale as required by Nevada Law.

9. Pursuant to NRS 116.3116(2), the entire Association Lien is prior to all other liens and encumbrances of unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

10. NRS 116.3116(2) further provides that a portion of the Association Lien, up to a maximum of nine months, has priority over even a first security interest [first deed of trust] in the Property:

[the Association Lien] is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien[.]

11. Upon information and belief, the Association took the necessary action to trigger the super-priority portion of the Association Lien.

12. Upon information and belief, no party still claiming an interest in the Property recorded a lien or encumbrance prior to the declaration creating the Association.

13. Upon information and belief, EAGLES' bid on the Property was in excess of the amount necessary to satisfy the costs of sale and the super-priority portion of the Association Lien.

14. Upon information and belief, the Association or its agent, distributed or should have distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114(c).

15. Upon information and belief, Counterclaim Defendants had actual or constructive notice of the requirement to pay assessments to the Association and of the Association Lien.



THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



16. Upon information and belief, Counterclaim Defendants had actual or constructive notice of the Association's foreclosure proceedings.

17. Upon information and belief, prior to the Association foreclosure sale, no individual or entity paid the full amount of delinquent assessments described in the Notice of Default or record or otherwise perfect any attempted partial tender thereof any actual or constructive notice of the lien dispute so as to cause or create a duty of inquiry as to EAGLES.

18. Upon information and belief, prior to the Association foreclosure sale, no individual or entity paid the entirety of the super priority portion of the Association Lien or as required under NRS §116.3116(2) representing 9 months of assessments for common expenses based on the periodic budget adopted by the association which would have become due in the absence of acceleration for the relevant time period.

19. Pursuant to NRS 116.31166, the foreclosure sale vested title in UNDERWOOD PARTNERS "without equity or right of redemption," and the Foreclosure Deed is conclusive against the Property's "former owner, his or her heirs and assigns, and all other persons."

20. The former owners, ANTHONY HOLDREN and KRISTINE A. HOLDREN, and Counterclaim Defendant's ownership interests in the Property were extinguished by the foreclosure of the Association Lien.

FIRST CLAIM FOR RELIEF

(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, *et. seq.*, NRS 40.10 & NRS 116.3116)

21. EAGLES repeats and realleges the allegations of paragraphs 1-20 as though fully set forth herein and incorporates the same by reference.

22. Pursuant to NRS 30.010, *et. seq.* and NRS 40.10, this Court has the power and authority to declare EAGLES's rights and interests in the Property and to resolve the Defendants' adverse claims in the Property.

23. EAGLES is entitled to a declaratory judgment from this Court finding that: (1) EAGLES is the title owner of the Property; (2) the Foreclosure Deed is valid and enforceable; (3) the Association foreclosure sale extinguished Counterclaim Defendants' ownership and security interests in the Property; and (4) EAGLES's rights and interest in the Property are superior to any

adverse interest claimed by Counterclaim Defendants.

24. EAGLES seeks an order from the Court quieting title to the Property in favor of EAGLES.

WHEREFORE, Counter-claimant prays this Honorable Court will award the following RELIEF:

1. For an Order Quieting title in favor of EAGLES and for a declaration and determination that NV EAGLES, LLC is the rightful owner of title to the Property, and that Counterclaim Defendants be declared to have no right, title or interest in the Property.

2. For general and special damages in excess of \$10,000.00

3. For an award of attorney's fees and costs of suit; and

4. For any further relief that the Court may deem just and proper.

Dated this 25th day of February, 2016.

THE WRIGHT LAW GROUP, PC

/s/John Henry Wright
JOHN HENRY WRIGHT, ESQ.
THE WRIGHT LAW GROUP, PC.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Attorneys for Defendant/Counterclaimant
NV EAGLES, LLC

NV EAGLES, LLC'S THIRD-PARTY COMPLAINT

COMES NOW, Third-Party Plaintiff NV EAGLES, LLC, by and through its counsel of record, John Henry Wright, Esq., of the Wright Law Group, P.C., and for Third-Party Complaint ("Complaint"), does hereby allege and aver as follows:

I. Parties

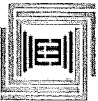
1. NV EAGLES, LLC ("EAGLES") is a Nevada Limited Liability Company with its principal place of business in Clark County, Nevada and the current title owner of the property commonly known as (the "Property").

2. Upon information and belief, Third-Party Defendants ,ANTHONY HOLDREN and KRISTINE A. HOLDREN, (hereinafter "HOLDREN") may claim an interest in 1887 Hollywell Street, Las Vegas, Nevada 89135, APN 164-02-613-004 (hereinafter the "Property")

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1 via a purchase of the Property and deed of trust dated August 28, 2009.

2 3. The Property was acquired by Defendant UNDERWOOD PARTNERS, LLC on
3 May 24, 2013, by successfully bidding on the Property at a publicly-held foreclosure auction in
4 accordance with NRS 116.3116, *et. seq.* ("Association foreclosure sale") and by paying the sum
5 of \$44,000.00.

6 4. On or about June 6, 2013, the resulting foreclosure deed was recorded in the
7 Official Records of the Clark County Recorder as Instrument Number 20130606:02213
8 ("Foreclosure Deed").

9 5. Subsequently, title was transferred to Defendant NV EAGLES, LLC, via Grant
10 Bargain and Sale Deed, recorded on October 18, 2013 in the Official Records of the Clark County
11 Recorder at Instrument Number 20131018:01171.

12 6. Since the Association foreclosure sale, NV EAGLES, LLC, has expended
13 additional funds and resources in relation to the Property.

14 7. Upon information and belief, the foreclosure sale was conducted by Nevada
15 Association Services, Inc., as agent for TRAVATA AND MONTAGE AT SUMMERLIN
16 CENTRE, (the "Association") pursuant to the powers conferred by the Nevada Revised Statutes
17 116.3116, 116.31162-116.31168, the Association's governing documents (CC&R's) recorded on
18 November 15, 2005 in the Official Records of the Clark County Recorder as Instrument Number
19 20051115:02541 and a Notice of Delinquent Assessments recorded on March 31, 2011, in the
20 Official Records of the Clark County Recorder as Instrument Number 20110331:02120 for unpaid
21 assessments and other related items ("Association Lien").

22 8. As recited in the Foreclosure Deed, the Association foreclosure sale complied with
23 all requirements of law, including but not limited to, recording and mailing of copies of Notice
24 of Delinquent Assessments and Notice of Default, and the recording, posting and publication of
25 the Notice of Sale as required by Nevada Law.

26 9. Pursuant to NRS 116.3116(2), the entire Association Lien is prior to all other liens
27 and encumbrances of unit except:

28 (a) Liens and encumbrances recorded before the recordation of the declaration and, in a

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1 cooperative, liens and encumbrances which the association creates, assumes or takes
2 subject to;

3 (b) A first security interest on the unit recorded before the date on which the assessment
4 sought to be enforced became delinquent or, in a cooperative, the first security interest
5 encumbering only the unit's owner's interest and perfected before the date on which the
6 assessment sought to be enforced became delinquent; and

7 (c) Liens for real estate taxes and other governmental assessments or charges against the
8 unit or cooperative.

9 10. NRS 116.3116(2) further provides that a portion of the Association Lien, up to a
10 maximum of nine months, has priority over even a first security interest [first deed of trust] in the
11 Property:

12 [the Association Lien] is also prior to all security interests described in paragraph (b) to
13 the extent of any charges incurred by the association on a unit pursuant to NRS
14 116.310312 and to the extent of the assessments for common expenses based on the
15 periodic budget adopted by the association pursuant to NRS 116.3115 which would have
16 become due in the absence of acceleration during the 9 months immediately preceding
17 institution of an action to enforce the lien[.]

18 11. Upon information and belief, the Association took the necessary action to trigger
19 the super-priority portion of the Association Lien.

20 12. Upon information and belief, no party still claiming an interest in the Property
21 recorded a lien or encumbrance prior to the declaration creating the Association.

22 13. Upon information and belief, EAGLES's bid on the Property was in excess of the
23 amount necessary to satisfy the costs of sale and the super-priority portion of the Association
24 Lien.

25 14. Upon information and belief, the Association or its agent, distributed or should
26 have distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114(c).

27 15. Upon information and belief, HOLDREN had actual or constructive notice of the
28 requirement to pay assessments to the Association and of the Association Lien.

1 Party Defendants be declared to have no right, title or interest in the Property.

2 2. For general and special damages in excess of \$10,000.00

3 3. For an award of attorney's fees and costs of suit; and

4 4. For any further relief that the Court may deem just and proper.

5 Dated this 25th day of February, 2016.

6 THE WRIGHT LAW GROUP, PC

7 /s/ John Henry Wright
8 JOHN HENRY WRIGHT, ESQ.
9 Nevada Bar No. 6182
10 THE WRIGHT LAW GROUP, PC.
11 2340 Paseo Del Prado, Suite D-305
12 Las Vegas, Nevada 89102
13 Attorney for NV EAGLES, LLC

14 **CERTIFICATE SERVICE**

15 Pursuant to FRCP 5(b), I hereby certify that I am an employee of THE WRIGHT LAW
16 GROUP, P.C. and that on the ^{26th}~~25th~~ day of February, 2016, I caused the foregoing **DEFENDANTS**
17 **UNDERWOOD PARTNERS, LLC AND NV EAGLES, LLC'S ANSWER TO**
18 **COMPLAINT AND NV EAGLES, LLC'S COUNTERCLAIM FOR QUIET TITLE AND**
19 **DECLARATORY RELIEF AND NV EAGLES, LLC'S THIRD-PARTY COMPLAINT TO**
20 **QUIET TITLE**, using the CM/ECF system, which will cause the document to be served upon
21 the following counsel of record:

22 AKERMAN, LLP

23 Ariel E. Stern, Esq.
24 Donna Wittig, Esq.

Ariel.stern@akerman.com
Donna.wittig@akerman.com

25 For Plaintiff BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME
26 LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

27 I further certify that I served a copy of this document by mailing a true and correct copy,
28 thereof, postage prepaid, addressed to:

None.

/s/ DAYANA STAKERIAN
An Employee of The Wright Law Group, P.C.

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454

